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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 RFQ NUMBER SGVA-10-Q-000989 PRICES, BLOCK 23

1. BACKGROUND AND PURPOSE

The United States Mission to the United Nations in Chambesy, Switzerland is reorganizing the 2nd floor office space in the Mission building at 11 Route de Pregny, 1292 Chambesy, Switzerland. The Mission will remove all office materials from 2nd floor office space in the Mission building at 11 Route de Pregny, 1292 Chambesy, CH, reorganize the space to ensure maximum efficiency, and return all office materials to the 2nd floor office space in the Mission building at 11 Route de Pregny, 1292 Chambesy, Switzerland. The reorganization of the 2nd floor consists of approximately 900 square meters housing approximately 45 employees. See 1.4, The Sites, in the Description/Specifications/Work Statement.

2. SCOPE OF SERVICES

The Contractor shall provide all necessary personnel, supervision, packing materials, moving supplies, equipment and vehicles to efficiently accomplish the Embassy's/Consulate's office move. Services will include planning, pick up and loading of property, transporting to the U.S. Mission delivering property to the designated room, and positioning at the new location. In addition, padding and packing/crating of certain items, disassembly of property, moving of bulky and heavy items will be required.

3. TYPE OF CONTRACT

This is a fixed price completion type contract.

4. TYPES OF SERVICES

Reorganization/Moving Services. The Contractor shall provide move planning and reorganization services as specified in Continuation to SF-1449, Schedule of Supplies/Services, Block 20, Description/Specifications/Work Statement. Performance may be required outside the normal workday to avoid traffic tie-ups, prepare staged materials or meet other schedule requirements.

5. PRICING

(a) The Government will pay the Contractor a fixed price upon satisfactory completion of the move.

(b) The Contractor shall include the cost of all equipment, materials, labor (including any premium pay for services required for overtime and holidays), overhead, and profit in the fixed price for moving services.

(c) The Government will make payment in Swiss Francs

6. PRICES

(a) Reorganization/Moving Services. The fixed price for Phase 1 of the contract, as described in Attachment 1 herein is: _____ (excluding VAT)

(b) Reorganization/Moving Services. The fixed price for Phase 2 of the contract, as described in Attachment 1 herein, is: _____(excluding VAT)

(c) Reorganization/Moving Services. The fixed price for Phase 3 of the contract, as described in Attachment 1 herein is : _____ (excluding VAT)

Total Price (a + b + c) : _____ (excluding VAT)

CONTINUATION TO SF-1449
CONTRACT NUMBER SGVA-10-Q-000989
SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. WORK REQUIREMENTS

1.1 General. The Contractor shall provide all equipment, materials, managerial, administrative, and direct labor personnel to accomplish the work in this contract. Contractor employees shall be on site only for contractual duties and not for other purposes.

1.2 Definitions.

“Government” means the U.S. government.
“Mission” means the existing/old building
“ADM” means Administrative Office
“GSO” means General Services Office
“FMO” means Financial Management Office
“HRO” means Human Resources Office
“ISC” means the Information Service Center
“CS” means Conference Services
“CLO” means Community Liaison Office

1.3 Move Plan. Reorganize/move the 2nd floor of Mission. The Mission anticipates removing all of the existing office furniture and equipment, reorganizing workstations to maximize utilization of existing space, erecting new partitions per the approved reorganization plan (with associated hardware such as electrical, data, and climate control connections), painting and carpeting the 2nd floor, and returning the office furniture and equipment to the reorganized space. The Mission anticipates moving boxed files, boxed personal items, loose items, safes (some filled and some empty), office equipment, computers, monitors, printers, fax machines, copiers, refrigerators, microwaves, coffee pots and other items. All files, office supplies, desk and personal items to be moved will be self-packed by embassy personnel. All office furniture or furnishings will be removed, and may include desks, chairs, computer tables, telephone tables, bookshelves, coat racks, umbrella stands, pictures, maps, telephones, lamps, fire extinguishers and other common things found in an office environment. The Mission will disconnect and reconnect computers and other electrical items. All new office furniture will be installed by the Department of State.

1.4 The Sites

- a. The Mission. The contractor will only work on the second floor. The Mission has two small elevators suitable for staff only. There are two stairwells from the ground floor to the second floor. No items or materials will be removed from the Mission using the elevators or stairwells. The contractor will remove all office equipment and other bulky items from the Mission using a crane or other device. It may be necessary to remove windows to accomplish this task. The contractor will deliver all materials for the reorganized space (wall partitions, electrical cabling, etc) to the second floor using a

crane or other device. No items or materials may be delivered to the Mission using the elevators or stairwells. Offices on the second floor of the Mission to be reorganized and moved include (see attached floor plan which designates sections by letter):

- i. ADM (section A): consists of one office and two workstations. The Management Counselor's office is not included in the move/reorganization plan and will not be altered. The workstations of the management counselor's office management specialist and the assistant management officer will be included.
- ii. ISC (section B): consists of two offices and five workstations. The ISC is the data center for the 2nd floor and will have additional power requirements due to the number of computers housed there. The door to the ISC will require an access control device, provided by the Mission.
- iii. GSO (section E): consists of two offices and twelve workstations.
- iv. CS (section F): consists of three offices and two workstations.
- v. HRO (section G): consists of one office and three workstations.
- vi. FMO (section H): consists of one office six workstations.
- vii. CLO (section I): consists of three workstations.

1.5 Duties and Responsibilities.

1.5.A. Project plan. Working closely with the COR, the contractor will develop a project plan that fits within the Mission's overall plan. Certain areas of the Mission require an escort and can only be entered during scheduled times and some of the items may require a constant cleared escort. Contractor shall schedule move priorities as directed by the COR.

The project plan shall:

- Develop a phased schedule for the moving/reorganization of the Mission offices. Phase 1 shall be for the reorganization of sections A and E, Phase 2 for sections H and F, phase 3 for sections B, G, and I. The three phases shall be implemented sequentially, not concurrently.
- Develop a project budget based on the phased schedule. The project budget shall clearly detail the total cost of the project and all costs associated with each individual phase.
- Describe materials, manner, and process for protection of facilities, including grounds, floors, carpets, doors, elevators, and walls.
- Include crane and describe building alterations needed for removal of safes and other heavy items from upper floors and delivery of materials.
- Describe packing materials, manner, labeling system, and protection of items being moved.
- Describe plan for the move of all self packed items and office furniture.
- Describe the plan for installation of new wall partitions.
- Describe the plan for the carpeting of the reorganized space.
- Describe the plan for painting of the reorganized space.
- Describe the plan for the installation of new electrical wiring and outlets in the wall partitions.

- Describe the plan for the installation of data and telephone cabling in the wall partitions.
- Describe the plan for the installation of climate control systems in the reorganized spaces.
- Emphasize safety requirements so that accidents or injuries do not occur
- Describe the Personal Protective Equipment provided to your staff
- Emphasize security requirements so that accidental security violations do not occur.
- Include container(s) for controlled movement of secured items, including safes
- Describe method of handling and packing for fragile, electronic and bulky items
- If applicable, specify number of trucks, number and types of personnel to be utilized (the final updated move plan will included specific names of personnel and vehicles).

The plan will be developed and delivered to the COR within 10 days of contract award. After review by the government, the project plan will be updated and delivered to the COR 30 days before the project date. All written deliverables shall be submitted in 3 copies to the COR.

1.5.B Deliverables. Within **5 (five)** working days of notice of move date, the Contractor shall deliver wrapping paper, boxes, tape and labels for self-pack of files and desk items. Within 2 (two) working days of installation date on project plan, all required materials (such as wall partitions, electrical cable, data connections) for an installation will be delivered to the Mission and stored on site.

1.5.C Packing. The Government will self-pack files, office supplies, desk and personal items to be moved. The contractor shall pack and label other items. The contractor's responsibility for damage to items is equal to that for contractor-packed items. If the contractor has concerns about the sufficiency of any packing, the contractor may re-pack (unclassified items only).

Packing and moving of Government-owned materials/equipment is a highly specialized function. The measure of performance shall be the condition of articles upon arrival at their destination. The contractor must always take the greatest care in handling and packing articles.

1.5.C. Delivery of Materials. The contractor is responsible for delivery of all materials needed to complete the reorganization of the second floor to the Mission. Non-availability of materials or equipment shall not constitute acceptable justification for either late performance or additional cost to the Embassy.

1.5.D. Housekeeping. The contractor is responsible for removal of trash and moving debris so that an orderly and safe environment is maintained. During the move the contractor shall remove trash daily. For ease of congestion, the contractor shall keep all materials in one area of each section being moved/reorganized. The contractor shall pick-up the unused materials two working days after completion of each phase of the project. The USG will be responsible for all trash removal after this time period.

1.5.E Personnel. The Contractor shall provide a qualified work force meeting the contract requirements. The workforce shall be able to efficiently provide the services identified in this section. It is anticipated that the contractor will provide:

Project Manager –
Deputy Project Manager –
Team Leaders/Supervisors
Laborers
Crane operator

The Project Manager is considered key personnel and cannot be substituted during the performance of this contract. The Project Manager shall be fluent in the English language.

All contractor employees shall:

1. Be courteous at all times;
2. Arrive at the work site in uniform promptly at the scheduled time with materials necessary to properly complete the job;
3. Present credentials identifying themselves as employees of the company;
4. Be in good general health and free from communicable diseases;
5. Refer any un-resolvable questions to the Project Manager, who will consult with the COR;

The contractor's employees shall not at any time:

1. smoke in the US Government facility;
2. arrive at the facility under the influence of drugs or alcohol, or even with alcohol on the breath;
3. drink alcoholic beverages on the job, even if offered;
4. engage in prolonged discussion or argument regarding the job;
5. perform any work not specified in this contract.

The Contractor shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the Contractor, including recommendation(s) from their respective supervisor(s). Also required are a police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation. The Contractor shall provide all such investigations in summary form to the COR for review and approval or disapproval.

The Government reserves the right to deny access to US owned or US operated facilities to any individual.

1.5.F. Vehicles. The contractor shall ensure vehicles used in this move are in proper mechanical condition to ensure their full availability during the move period and to assure that US Government property is reliably and safely transported. Some loaded vehicles will require a US Government escort to be present on the vehicle at all times during the move. The contractor shall ensure that the vehicle has sufficient passenger space for the escort. The vehicle shall not depart without the escort. The contractor shall follow instructions by the escort unless such instructions violate Swiss law. The contractor shall provide all fuel and lubricants for their vehicles and equipment. Non-availability of suitable vehicles or equipment shall not constitute acceptable justification for either late performance or additional cost to the U.S. Mission. The contractor

shall provide a list of all vehicles to be used in the move (make, model/description, license number) as part of the updated plan.

The contractor is responsible for making all required arrangements regarding blockage of roads, halting of traffic, reserving on-street parking, etc., with local authorities.

2. MANAGEMENT AND SUPERVISION

2.1 Supervision. The Contractor shall designate a Project Manager who shall be responsible for on-site supervision of the Contractor's workforce at all times. This Project Manager shall be the focal point for the Contractor and shall be the point of contact with U.S. Government personnel. The Project Manager shall have supervision as his or her sole function.

2.2 The Contractor shall maintain schedules. The schedules shall take into consideration the hours that the staff can effectively perform their services. Contractor personnel shall coordinate break times not to take place with half-loaded or fully loaded vehicles, but with empty vehicles.

2.3 The Contractor shall be responsible for quality control. The Contractor shall perform inspection visits to the work site on a regular basis.

2.4 The Contractor shall be responsible for work site safety during the move.

2.5 When moving items that require an US Government escort, the escort will control the progress of moving/loading/departing/unloading, etc and the movers shall not do anything without specific approval of the identified escort.

3. CONTRACTOR FURNISHED MATERIALS

The Contractor shall provide all equipment, materials, supplies, and clothing required to perform the services as specified in this contract. Such items include, but are not limited to boxes, tape, wrapping, padding, uniforms, ladders/step stools, dollies, jacks, tools, cleaning supplies, floor coverings, corner bumper guards, lifting equipment, vehicles, cranes, containers, and any other operational or administrative items required for performance of the duties and requirements of this contract. The Contractor shall maintain sufficient parts and spare equipment for all Contractor-furnished materials to ensure uninterrupted service during the move.

4. GOVERNMENT FURNISHED PROPERTY.

The Government does not intend to make any equipment or materials available to the Contractor as "Government furnished property (GFP)" for performance under the contract.

5. DELIVERY SCHEDULE

The following items shall be delivered under this contract.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
1.5.A – Draft Project Plan	-3-	10 days after contract award	COR
1.5.A – Final Project Plan	-3-	30 days prior to move date	COR
1.5.B – Packing Items	as needed	5 days prior to start date	COR
1.5.E – Employee Security Checks	-2-	with Final Move Plan	COR
1.5.F – Vehicle List	-3-	with Final Move Plan	COR
8 – Insurance	-1-	within 10 days after contract award	CO
10 – Permits	-1-	within 10 days after contract award	CO

6. INVOICES AND PAYMENT

Invoices shall be submitted in an original and three (3) copies to the Financial Management Officer (FMO) at the following address (designated payment office only for the purpose of submitting invoices):

Financial Management Office (FMO)
11 Route de Pregny, 1292 Chambesy, CH

The U.S. Mission is exempt from VAT payments under Swiss law.

7. PERSONAL INJURY, PROPERTY LOSS OR DAMAGE (LIABILITY)

The Contractor hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage to include the landscaping or losses suffered due to negligence of the Contractor's personnel in the performance of the services under this contract.

8. INSURANCE

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry during the entire period of performance the following minimum insurance:

Comprehensive General Liability
Bodily injury

\$ 5,00,000 per occurrence

Workers' Compensation and Employer's Liability

Workers' Compensation and
Occupational Disease

Statutory, as
required by Swiss law
\$ 5,000,000

Employer's Liability

9. BONDING OF EMPLOYEES

The Government imposes no bonding requirement on this contract. The contractor shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this contract, if legally required by the local government or local practice.

10. PERMITS

At no cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work. The Contractor shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The Contractor shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with its proposal.

11. PERIOD OF PERFORMANCE

After contract award and submission of acceptable insurance and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of thirty days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall begin. The project shall be divided into three phases, with Phase 1 to begin within 60 days of the contract start date and two option phases for the remainder of the floor. Phase 1 shall be completed within 30 calendar days after the start date. This time period does not include the trash material collection days after completion of the move.

The contractor shall be ready to work no later than 08:30 AM during the period of performance, Monday through Friday. It is the Contractor's responsibility to ensure that working hours do not violate local laws and regulations.

12. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all moving and reorganization services set forth in the scope of work for phase 1.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received.
Performs all moving and reorganization services set forth in the scope of work for Phase 2.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received.
Performs all moving and reorganization services set forth in the scope of work for Phase 3.	1. thru 11.	All required services are performed and no more than one (1) customer complaint is received.

Monitoring Performance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) All required services are performed and no more than one (1) customer complaint is received.customer complaint during the period of performance. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

(f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.

(g) The COR will consider complaints as resolved unless notified otherwise by the complainant.

(h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the period of performance, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 1
U.S. Mission Geneva
2nd Floor Phase Plan

(Document available upon request to interested offerors)

ATTACHMENT 2
U.S. Mission Geneva
2nd Floor CAD Plan

(Document available upon request to interested offerors)

SECTION 2 CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEMS (MAR 2009), is incorporated by reference. (See SF-1449, block 27a).

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUNE 2010)

[(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [x] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#) [] (3) – (19) Reserved
- [x] (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (August 2009) (E.O. 13126).
- [] (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- [] (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- [] (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- [] (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- [] (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)
- [] (26) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- [] (27) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

- [] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [] (28) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#))
- [] (29) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423). **[Note to contracting officer:**
- [] (ii) Alternate I (DEC 2007) of [52.223-16](#).
- [] (30) Reserved
- [] (31) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- [] (ii) Alternate I (Jan 2004) of [52.225-3](#).
- [] (iii) Alternate II (Jan 2004) of [52.225-3](#).
- [x] (32) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- [x] (33) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [] (34) – (35) Reserved
- [] (36) 52.232-29, Terms for Financing of Purchases of Commercial Item (FEB 2002)(41 USC 255(f), 10 USC 2307(f))
- [] (37) 52.232-30, Installation Payments of Commercial Item (OCT 1995) (41 USC 255(f), 10 USC 2307 (f))
- [] (38) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
- [x] (39) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#))
- [] (40) – (41) Reserved
- [] (42) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
- [] (ii) Alternate I (Apr 2003) of [52.247-64](#)

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).
- (vii) Reserved.
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
[] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-5 Insurance Work on a Government Installation (JAN 1997)
- 52.247-5 Familiarization with Conditions (APR 1984)
- 52.247-12 Supervision, Labor, or Materials (APR 1984)
- 52.247-13 Accessorial Services – Moving Contracts (APR 1984)
- 52.247-15 Contractor Responsibility for Loading and Unloading (APR 1984)
- 52.247-17 Charges (APR 1984)
- 52.247-21 Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
- 52.247-22 Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)
- 52.247-26 Government Direction and Marking (APR 1984)
- 52.247-27 Contract Not Affected by Oral Agreement (APR 1984)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.

The use in this solicitation or contract of any DOSAR (CFR 48 Ch.6) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE
(APR 2004)

(a) The Department of State observes the following days as holidays:

New Year’s Day
Martin Luther King’s Birthday
Washington’s Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

The U.S. Mission also observes the following Swiss holidays if they occur on weekdays:

Good Friday
Easter Monday
Ascension Day
Whit Monday
Swiss National Day
Jeune Genevois
Boxing Day
Restoration Day

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

- (d) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Assistant Management Officer

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of

that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

- (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
- (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such Requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when

imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.228-71 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)-- SERVICES (JUN 2006)

(a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:

(1) United States citizens or residents;

(2) Individuals hired in the United States or its possessions, regardless of citizenship; and

(3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.

(b) The Contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Department of State and the Department's DBA insurance carrier for covered contractor employees, unless the Contractor has a DBA self-insurance program approved by the Department of Labor. The Contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award, if applicable.

(c) The current rate under the Department of State contract is of compensation for services.

(d) The Contractor shall insert a clause substantially the same as this in all subcontracts. The Contractor shall require that subcontractors insert a similar clause in any of their subcontracts.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the contracting officer shall modify this contract accordingly.

(f) The Contractor shall demonstrate to the satisfaction of the contracting officer that the equitable adjustment as a result of the insurance increase or decrease does not include any reserve for such insurance. Adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.

(2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:

- (i) Contract number;
- (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
- (iv) Name and position title of individual(s);
- (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
- (vi) Dates (or timeframe) of performance at the overseas location; and,

- (vii) Evidence of alternative workers' compensation coverage for these employees (e.g., evidence that the State workers' compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file.

SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (JUN 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name and qualifications of a Project Manager
- (2) Name and qualifications of a Deputy Project Manager
(or other liaison to the Mission who understands written and spoken English);
- (3) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (4) List of clients, demonstrating prior experience with relevant past performance information and references;
- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (6) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (7) Description of vehicles, to include capacity/size/weight limits of cargo area, and other equipment to be used for the transport of shipments.
- (8) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.
- (9) A copy of the Certificate of Insurance or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.
- (10) Financial Statement: Income (profit-loss) Statement that shows profitability for the past 3 (Three) years

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION
PROVISIONS ARE INCORPORATED BY REFERENCE:

52.204-6 CONTRACTOR IDENTIFICATION NUMBER -- DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
(APR 1991)

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999) (DEVIATION)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will

maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Contracting Officer, U.S. Mission Geneva, 11 route de Pregny, 1292 Chambesy, Switzerland at Tel:+41 (0)22 749 4632, Fax: + 41 (0)22 749 4752. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

652.228-74 DEFENSE BASE ACT INSURANCE RATES – LIMITATION (JUNE 2006) (DEVIATION)

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, “covered contractor employees” includes the following individuals:

- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers’ compensation laws.

(b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for DBA insurance:

Services @ \$3.60 per \$100 of employee compensation

(c) Bidders/offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous allowances) to be paid to covered contractor employees and the cost of the DBA insurance in their bid/offer using the foregoing rate. The DBA insurance cost shall be included in the total fixed price or estimated cost. The Department shall reimburse the DBA insurance costs directly to the Contractor.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) Technical Acceptability. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. In addition the Government may request an appointment to look at the offeror's equipment and packing materials.

(c) Price Evaluation. The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) Responsibility Determination. Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
 - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
 - (2) On the date specified for receipt of proposal revisions.

SITE VISIT AND PRE-PROPOSAL CONFERENCE:

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation and a site visit on August 6th at 09:00 AM at the U.S. Mission Geneva. Offerors interested in attending should contact the following individual:

NAME	TELEPHONE NUMBER	FAX NUMBER
Carla Menting	+41 (0) 22 749 4655	+41(0) 22 749 4752

NOTE TO INTERESTED VENDORS* – Due to security concerns all offerors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the pre-proposal conference and site visit. On the date of the conference and site visit company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the conference and site visit without prior notification will be denied entry.

SECTION 5 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (AUGUST 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” – Reserved

“Veteran-owned small business concern” – Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

- (b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

- (e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

- (h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals

- (1) ☒ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements

described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(End of Clause)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a		Local nationals: _____

country <i>where there are no</i> local workers' compensation laws		Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of

X Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.